

STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

25 SIGOURNEY STREET • HARTFORD, CONNECTICUT 06106-5033

TO: All Petroleum Product Vendors

FROM: Carlene O. Taylor, Manager
Energy & Refugee Services

SUBJECT: Petroleum Vendor List

DATE: September 25, 2006

Attached please find a 2006-2007 Supplier/Vendor Conditions of Participation form for vendors of No. 2 oil, propane and kerosene, setting forth the conditions of participation in the energy assistance programs administered by the state Department of Social Services (DSS). **PLEASE DETACH AND KEEP THIS PAGE FOR YOUR RECORDS.** Please contact the Energy Office at **1-800-842-1132** if you have any questions.

The conditions referenced in this document apply to fuel deliveries made to households eligible for the Connecticut Energy Assistance Program (CEAP) and the Contingency Heating Assistance Program (CHAP).

If your company wishes to participate in the energy assistance programs, please review, fill out, sign and have notarized the Supplier/Vendor Conditions of Participation form. **Please return this form as soon as possible to:**

**Connecticut Department of Social Services
Energy & Refugee Services Unit, 10th Floor
25 Sigourney Street
Hartford, Connecticut 06106-5033**

Please note the following:

- **The fuel authorization process remains the same as last year.** Vendors will deliver up to the identified amount, and will be required to receive authorization from the Community Action Agency for "Basic," "Crisis Assistance" and "Safety Net Assistance" benefits **prior** to each delivery.
- **Vendors must provide verification of their registration with the Department of Consumer Protection**, in accordance with Sec. 16a-23m of the Connecticut General Statutes.
- Deliveries made under the Fixed Margin Pricing Program will be based on a daily price. Vendors can either call **(860) 424-5101** or **check the Vendor Information section of our website at www.ct.gov/staywarm after 3:00 p.m. each day** to obtain the price per gallon that will be paid for deliveries of #2 oil made on the following day.

(over)

- Energy Assistance eligible clients may use a portion of their benefits to pay for a restart of their deliverable fuel heating system. The program will cover up to a maximum of one (1) restart during the program year.
- Funds may be available to assist CEAP eligible homeowners whose heating systems are in need of repair and/or replacement.
- Vendors selected to participate in the pre-buy pilot implemented in the Waterbury area will execute a contract with New Opportunities, Inc. The participating vendors must also sign the Supplier/Vendor Conditions of Participation Agreement as a condition of participation in the pre-buy pilot. Once the pre-buy gallons have been exhausted, pre-buy participating vendors will be bound by the conditions as defined in the Supplier/Vendor Document.

The Fixed Margin Pricing Program will pay oil vendors making deliveries to energy assistance households based on the daily New Haven Harbor #2 oil “average” price, as determined from **The Journal of Commerce**, plus a fixed margin of 31 cents per gallon, or the vendor’s normal retail price, whichever is lower.

Under this pricing mechanism, oil deliveries made on Thursday, January 5, 2006 would have been paid based on the Wednesday New Haven Harbor #2 oil price postings as published in the Wednesday edition of **The Journal of Commerce**. The price would have been calculated as follows:

New Haven Harbor “low” for Wednesday, January 4, 2006	\$1.831
New Haven Harbor “high” for Wednesday, January 4, 2006	\$1.907
New Haven Harbor “average” for Wednesday, January 4, 2006	\$1.869
Fixed Margin	<u>+ .310</u>
Total Fixed Margin Price for Thursday, January 5, 2006	\$2.179

Vendors must put their retail price per gallon on all delivery tickets, bills or statements. Failure to include the retail price per gallon may result in delayed payments. DSS will determine the fixed margin price. For those deliveries of home heating oil paid by the program, vendors shall not charge energy assistance customers the difference between their retail price and the fixed margin price.

PROGRAM DATES	
November 1, 2006	First day for fuel deliveries. First day for authorization of fuel deliveries.
March 15, 2007	Deadline for fuel authorizations or deliveries.
May 1, 2007	Last day that a household can apply to establish its eligibility for benefits.
May 31, 2007	<i>LAST DAY TO SUBMIT DELIVERABLE FUEL BILLS.</i>

As a reminder, please check on page 6 of the form the type(s) of product you intend on providing under this Document. If you have any questions concerning the completion of the Supplier/Vendor Conditions of Participation Form, please call the Energy Services Unit at 1-800-842-1132.

SUPPLIER/VENDOR CONDITIONS OF PARTICIPATION

2006/2007 CONNECTICUT ENERGY ASSISTANCE PROGRAM (CEAP) AND CONTINGENCY HEATING ASSISTANCE PROGRAM (CHAP)

The purpose of the Supplier/Vendor Document is to establish the conditions for participation by vendors of No. 2 oil, propane and kerosene in the 2006/2007 energy assistance program. The conditions referenced in this document applies to fuel deliveries made to households eligible for the Connecticut Energy Assistance Program (CEAP) and the Contingency Heating Assistance Program (CHAP).

Vendors participating in the pre-buy pilot must also sign the Supplier/Vendor Conditions of Participation as a requirement for participation in the pre-buy pilot. The vendor agrees that once all pre-buy gallons have been exhausted, the vendor will be bound by the conditions as defined below for the remainder of the 2006/2007 program year.

Please read, complete, sign and **notarize** the Document (see page 7). **Return the Document to:**

Department of Social Services
Energy Services Unit, 10th Floor
25 Sigourney Street
Hartford, CT 06106

Please return this Document as soon as possible. If you have any questions concerning the energy assistance program, or this Document, please contact the Energy Services Unit at the Department of Social Services (1-800-842-1132).

Legal Business Name _____

Business

Mailing Address

P.O. Box or Street	Town	State	Zip
--------------------	------	-------	-----

Business FEIN, or
Phone () _____ Social Security # _____

Fax No. () _____ Contact Person _____

PART I

(Full Name of Vendor)

hereinafter referred to as "Vendor," does hereby agree that it, its trade name(s) and d.b.a(s) shall:

1. Not bill an energy assistance customer or Community Action Agency more for services or product than billed to any other customer who orders the same services or quantities of product;
2. Legibly post on **all** invoices/metered tickets the **client name, service address** and each of its current (as of date of delivery) residential rates per gallon, including each available discount (prompt payment, senior citizen, quantity, credit, etc.);
3. Extend to energy assistance customers any prompt payment discounts afforded other customers, and shall provide that the beginning of the discount period commences upon the date of the Vendor's presentation of the bill to the Community Action Agency;
4. Make deliveries in accordance with Sec. 16a-22a of the Connecticut General statutes.

5. Make deliveries within the amounts authorized by the Community Action Agency. (Please note, eligible households may be able to receive additional benefits once the “Basic Benefit” is exhausted. Additional benefits, if available, will be authorized by the Community Action Agency.);
6. Agree that the energy assistance program, if the community action agency is alerted to the need by the vendor, will cover the cost of a clean, tune and test of deliverable fuel heating systems according to the availability of funds;
7. Agree that the energy assistance program will cover a maximum of one (1) restart during the program year. Restart payment will be made, providing that sufficient funds remain in the eligible household’s benefits. Payment for additional restarts will be the responsibility of the participating household;
8. Allow inspection by the state or an agent of the state of any company records deemed necessary by the state or said agent for verification of the accuracy and legitimacy of invoices, including, but not limited to retail rates per gallon, and shall retain all records related to participation in the program for a period of three years from the close of the program;
9. Agree that in the case of a disputable invoice, the state reserves the right to withhold payment until resolution of the matter;
10. Agree that in order to receive payment, the energy assistance customer and/or Vendor must submit bills to the Community Action Agency by **May 31, 2007**;
11. Submit this properly executed Document in order to be included on the Approved Supplier Vendor List;
12. Submit verification of your registration with the Department of Consumer Protection, in accordance with Sec. 16a-23m of the Connecticut General Statutes. **This verification must be attached to your completed Supplier/Vendor Conditions of Participation**;
13. Agree that energy assistance customers will not be charged the difference between the fixed margin price and the Vendor’s retail price;
14. Agree that, based on the availability of funds, payments will be issued within thirty days of the Community Action Agency's **receipt and approval of bills**. (The thirty payment period is based on the date the bill is received, not the date the delivery is made.);
15. Agree that energy program payments will be determined according to the price on the **date that the fuel is delivered**, not the price for the date that the fuel was approved and/or authorized;
16. Agree that in the case of receipt of payment for a delivery from both an energy assistance customer and a Community Action Agency, the Vendor shall reimburse the customer if the customer so requests. (Reimbursement shall be for the amount paid by the customer.);
17. Make emergency deliveries to energy assistance customers within twenty-four hours of receipt of a fuel authorization from the Community Action Agency. If unable to make emergency deliveries within the twenty-four hour period, the Vendor must notify the Community Action Agency as to when the delivery will be made. (If the delivery cannot be made within the twenty-four hour period, it may be necessary for the Community Action Agency to cancel the authorization, and reauthorize the delivery with another vendor.);

18. Agree that payment under the energy assistance program is guaranteed only for those fuel deliveries which are approved and/or authorized by the Community Action Agency. (In order to guarantee a program payment for customers on automatic delivery, the Vendor must have received an authorization from the Community Action Agency prior to making the fuel delivery.);
19. Agree that completion of this Document obligates the Vendor to all terms and conditions, as detailed herein, for the 2006/2007 energy assistance program year and that failure to comply with any of these terms and conditions will result in the Vendor's suspension from the program for the remainder of the 2006/2007 program year;
20. Agree to safeguard the use, publication and disclosure of information on all clients who receive services under this program in accordance with all applicable federal and state law (section 17b-90 of the Connecticut General Statutes) concerning confidentiality.
21. Agree that vendors requesting to withdraw from participation in the 2006/2007 energy assistance program must do so in writing to the Department of Social Services at the address listed above. If removal is so requested, the vendor's participation will be suspended for the remainder of the 2006/2007 program year. The Community Action Agency will notify the Vendor's energy assistance customers. These customers will be required to select another vendor from the list of participating vendors. No further authorizations will be issued to the withdrawn vendor during the remainder of the current program year. Payment for any outstanding authorizations of No. 2 oil will be made in accordance with the Fixed Margin Pricing Program rates;
22. Agree that eligible households may change vendors during the course of the program year. In this event, any remaining balance of funds will be made available for the new vendor, and no further deliveries will be made by the previous vendor; and,

The Vendor, by signing this Document, does not bind itself to making deliveries to energy assistance customers outside of its normal service territory or working hours, or to providing services beyond those offered to customers whose deliveries are not approved and/or authorized by the Community Action Agency. However, if such deliveries are made, the Vendor is bound to comply with the terms herein.

Vendors are not obligated to accept new energy assistance customers on an unlimited basis. However, if a vendor has accepted a regular energy assistance benefit on behalf of program customer during the heating season, the vendor is required to serve the customer if a Crisis Assistance or Safety Net Assistance benefit is made available to that customer later that same season.

PART II

The Fixed Margin Pricing Program will pay oil vendors making deliveries to energy assistance households based on the daily New Haven Harbor #2 oil "**average**" price, as calculated from the daily New Haven Harbor "low" price and "high" #2 oil price postings as published in **The Journal of Commerce**, plus a fixed margin of 31 cents per gallon, or the vendor's normal retail price, whichever is lower.

Under this pricing mechanism, oil deliveries made on Thursday, January 5, 2006, would have been paid based on the Wednesday New Haven Harbor #2 oil price postings, as published in the Wednesday edition of **The Journal of Commerce**. The price would have been determined as follows:

New Haven Harbor “low” for Wednesday, January 4, 2006	\$1.831
New Haven Harbor “high” for Wednesday, January 4, 2006	\$1.907
New Haven Harbor “average” for Wednesday, January 4, 2006	\$1.869
Fixed Margin	<u>+ .310</u>
Total Fixed Margin Price for Thursday 5, 2006	\$2.179

Vendors must put their retail price per gallon on all delivery tickets, bills or statements. (Failure to include the retail price per gallon may result in delayed payments.) The Department of Social Services (DSS) will determine the fixed margin price.

The pricing mechanism may be adjusted by DSS to respond to unanticipated changes in the No. 2 home heating oil market.

Deliveries made before an energy assistance customer's eligibility has been determined will be paid, if the customer is found eligible, in accordance with the Fixed Margin Pricing Program rates.

PART III

The Vendor understands and agrees that any Vendor that the state has reason to believe may have misrepresented, violated, or attempted to violate, any part of this Document is subject to having its participation as a supplier in the energy assistance program immediately suspended. Suspected violations of Connecticut law shall be investigated, and if appropriate, prosecuted. Vendors found in violation shall be barred from participation in the energy assistance for five years.

PART IV

List all other business names (trade names, d.b.a[s]) and all locations which the Vendor wishes to use in dealing with the energy assistance program. Please add additional pages if needed.

Business Name _____

Business Address _____
P.O. Box/Street Town State Zip Code

Phone Number () _____ Fax Number () _____

Contact Person _____

Business Name _____

Business Address _____
P.O. Box/Street Town State Zip Code

Phone Number () _____ Fax Number () _____

Contact Person _____

Business Name _____

Business Address _____
P.O. Box/Street Town State Zip Code

Phone Number () _____ Fax Number () _____

Contact Person _____

PART V

Complete all information listed below which will be utilized by the energy assistance program staff to better understand your business.

1. WHICH CAA REGIONS DOES YOUR COMPANY DO BUSINESS IN?

(Please Check)

____ ABCD (Bridgeport area)	____ CTE (Stamford area)
____ ACCESS (Willimantic/Danielson area)	____ HRANB (New Britain)
____ BCO (Bristol area)	____ NEON (Norwalk area)
____ CAANH (New Haven area)	____ NO/NOGM (Waterbury/Meriden area)
____ CACD (Danbury area)	____ TEAM (Derby/Ansonia area)
____ CRT (Hartford/Middletown area)	____ TVCCA (Norwich/New London area)

2. WILL YOUR COMPANY ACCEPT NEW ENERGY ASSISTANCE CUSTOMERS THAT RESIDE IN YOUR SERVICE TERRITORY? ____ Yes ____ No

3. TYPES OF SERVICES PROVIDED (Please check all that apply):

____ Furnace Repairs/Replacements ____ Clean & Tune Services ____ Annual Service Contracts

4. PLEASE INDICATE EMERGENCY/SPECIAL FEES CHARGED TO YOUR REGULAR CUSTOMERS, IF ANY, FOR THE FOLLOWING:

Same-day, week-day delivery: \$ _____
Same-day, week-night delivery: \$ _____
Same-day, weekend delivery: \$ _____
Furnace start-up: \$ _____
Minimum delivery: \$ _____ Fee if not met: \$ _____

5. PAYMENT PLANS OFFERED TO ENERGY ASSISTANCE CUSTOMERS

(Please check all those that apply):

____ C.O.D. ____ Credit (With prior credit approval.)
____ Budget (with price protection, i.e. fixed/capped price)
____ Pre-payment (with price protection, i.e. fixed/capped price)

Section 53a-157b of the Connecticut General Statutes provides as follows: "A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true, and which statement is intended to mislead a public servant in the performance of his official function."

Should at any time any provision of this Document be found by the State to be legally unenforceable, that provision will automatically be considered void, but all other provisions of this Document will remain in effect. This Document is subject to the provisions in Executive Order No. 3 and 17, as they relate to non-discrimination.

Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971 states that this contract may be canceled, terminated or suspended by the State Labor Commission for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning non-discrimination, notwithstanding the Labor Commissioner is not a party to this contract. The parties to this contract, as a part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdictions in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

PART VI

PROGRAM DATES	
November 1, 2006	First day for fuel deliveries. First day for authorization of fuel deliveries.
March 15, 2007	Deadline for fuel authorizations or deliveries
May 1, 2007	Last day that a household can apply to establish its eligibility for benefits.
May 31, 2007	<i>LAST DAY TO SUBMIT DELIVERABLE FUEL BILLS.</i>

Check off the type(s) of heating fuel that you will be providing under this Document:

- ☐ No. 2 Heating Oil
- ☐ Propane
- ☐ Kerosene

PART VII

IN ORDER FOR THIS DOCUMENT TO BE COMPLETE, YOU MUST SIGN BELOW AND HAVE IT NOTARIZED.

This Vendor wishes to participate in the 2006/2007 energy assistance programs, and understands that payment for deliveries of No. 2 heating oil will be made in accordance with the Fixed Margin Pricing Program. Vendors participating in the pre-buy pilot understand that signing the Supplier/Vendor Conditions of Participation is a requirement for participation in the pre-buy pilot. The vendor agrees that once all pre-buy gallons have been exhausted, the vendor will be bound by the conditions as defined below for the remainder of the 2006/2007 energy assistance programs.

Signed _____ Date ____/____/____
Authorized Agent of Vendor

Print _____
Authorized Agent of Vendor

Sworn to before me this _____ day of _____, 200____.

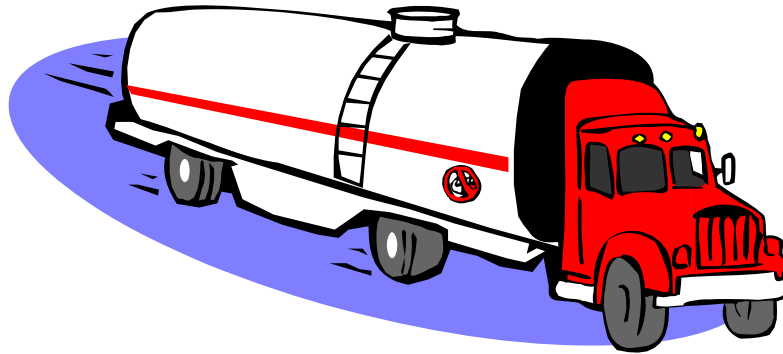
(SEAL)

Notary Public/Commissioner of the Superior Court

My commission expires _____

REMEMBER TO INCLUDE VERIFICATION OF REGISTRATION WITH THE DEPARTMENT OF CONSUMER PROTECTION.

REMINDER



Vendors must submit verification of their registration with the Department of Consumer Protection, in accordance with Sec. 16a-23m of the Connecticut General Statutes. This verification must be attached to your completed Supplier/Vendor Conditions of Participation and returned to:

**Connecticut Department of Social Services
Energy & Refugee Services Division, 10th Floor
25 Sigourney Street
Hartford, Connecticut 06106-5033**